



STATE OF MONTANA PURCHASE ORDER

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| Date: May 6, 2019 | P.O. Number: COR-NRPO-2019-2018-MCE |
| P.O. Title: Walk-Behind Reach Lift Stacker Forklift | |
| Limited Solicitation: COR-LimtSol-2019-0194 | IFB/RFP Number: N/A |

BILL TO/SHIP TO INFORMATION

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| Bill To: MT Department of Corrections Administrative Services Division 5 S. Last Chance Gulch Helena, MT 59601 406-444-4236 | Ship To: MT Department of Corrections Food Factory 350 Conley Lake Road Deer Lodge MT 59722 |
| Agency Contact: All questions regarding this purchase, including billing questions , should be directed to: Joe Mihelic at (406) 846-1320 ext. 2120 or jmihelic@mt.gov | Delivery: Within 8 weeks ARO |

VENDOR INFORMATION

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|--|--|
| Vendor: Anderson Forklift, Inc. 475 Moore Ln Billings MT 59101 | Vendor Phone: 1-406-252-0505 ext. 82 Vendor Fax: 1-406-254-7505 |
| | Vendor Email: tklein@andersonforkliftinc.com |
| | Vendor Federal ID#: |
| Vendor Contact: Tony Klein | Vendor Signature: Koree Anderson |

| | |
|--|--------------------------------|
| P.O. Total: \$32,964.00 | P.O. Terms: Net 30 Days |
| Contract Validated By: | |
| DocuSigned by: 400672310504441... Patrick Smith, Operations Manager – Montana Correctional Enterprises | Date 5/7/2019 |

ANDERSON FORKLIFT, INC.

4/30/2019

SHR 5500

Quote TonyKlein-20190430-1636

Montana Correctional Enterprises Food Factory
Penny Moon

350 Conley Lake Road
Deer Lodge, MT 59722



Dear Penny Moon,

Thank you for considering Anderson Forklift Inc. for your material handling equipment needs. We are pleased to offer the following for your review.

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|---------------|--|
| Model | SHR5520-30-TT-156 Crown Model SHR5520-30 - Heavy Duty Walkie Reach Stacker - TT Mast, 156" Lift Height |
| Class | Class - III |
| Quantity | 1 |
| Base Capacity | 3,000 (lbs) |

Options Included In This Proposal:

| <u>Qty</u> | <u>Category</u> | <u>Factory ID</u> | <u>Description</u> |
|------------|-----------------------------|-------------------|---|
| 1 | Manufacturing Standard | | Manufacturing Standard - ANSI; United States and All Others |
| 1 | Outrigger Inside Dimensions | | Outrigger Inside Dimension - 34" |
| 1 | Outriggers | | Standard Outrigger Tips |
| 1 | Load Wheel | Standard | Load Wheel 5" Diameter - Standard |
| 1 | Forks | | 4" wide x 1.5 to 1.75" thick x 36" long Forks |
| 1 | Fork Spread | | Fork Spread - 32" |
| 1 | Battery Connector | | Battery Connector SB175 - Gray |
| 1 | Drive Tires | Standard | Drive Tires - Vulkollan |
| 1 | Paint | Standard | Paint - Crown Beige/Gray |
| 1 | Language | | English Language available with EU |
| 1 | Load Backrest | Standard | Load Backrest - 32" wide x 48" high |
| 1 | Mast Guard | | Mast Guard - Wire Mesh |
| 1 | Hydraulics Option(s) | | Cascade Sideshifter includes Single Function Hydraulics, 4" XX |
| 1 | Model Option(s) | | On-Board Charger (ANSI & EU Only) XX <i>Instead of External Charger</i> |

Standard Features

24-Volt Electrical System
 Crown's Access 1 2 3@ Comprehensive System Control
 Access 1 2 3 Display includes: 8-character scrolling display 5
 button access, 3 Selectable Performance Levels, BDI with Lift
 Interrupt, 5 Hour Meters, Event Codes, Access 1 2 3 diagnostics
 w/real time troubleshooting, & PIN Code Capability
 AC Traction & Steer Motors
 Performance Enhancing Features including X 100 Handle, Brake
 Override, Electronic Power Steering, Ramp Hold & Speed
 Control, Power Boost, High-Visibility Mast & Carriage, Low
 Profile Power Unit, & Tool Storage Tray
 Wire Mesh Guard - Mast
 Vulkollan Drive Tire - 10" dia. X 3" wide
 Polyurethane Load Wheels - 5" dia x 2.88" wide
 InfoPoint@ System
 Steel Power Unit Covers
 47" Tall Load Backrest
 Emergency Power Disconnect
 Key Switch
 Horn
 Reversing Button
 Electric Park Brake
 Fork Tip Indicators

Battery Compartment Rollers

| | | |
|----------------|---------------------|--------------------------------------|
| Specifications | Max Battery Size: | 6.62"W x 34.37"L x 24.8"H -up to 300 |
| | Amp Hours, 24 Volts | |
| | Head Length | 44" |
| | Wheelbase | 52.7" |
| | Turning Radius | 59.4" |
| | Inside Straddle | 34 - 50" in 2" increments |
| | Forks | 36 x 4 x 1.5 |
| | Free Lift with LBR | 28" |
| | Battery Connector | SB175 Gray |

Quote Price:

| | |
|----------------------|-------------|
| Model Cost (Pre Tax) | \$29,200.00 |
| 24VDC Battery: | \$3,264.00 |
| Freight: | \$500.00 |
| Sales Tax: | \$0.00 |
| Total Per Unit: | \$32,964.00 |
| Grand Total | \$32,964.00 |

* All prices reflect equally distributed credit(s) for trade in(s)

Delivery: Included, Estimated Lead 8 Weeks

- Shouldn't take this long, but just in case.

DELIVERY REQUIREMENTS

Delivery Date. The DELIVERY DATE in Items must be completed to indicate day, month, and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

Requested Delivery Date. The Contractor shall deliver all items described in this bid as soon as possible but no later than 30 days after receipt of purchase order from the State of Montana.

Shipping. Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the State's premises," as used in this clause, means free of expense to the State and delivered to the location specified. The Contractor shall:

- ⌚ Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- ⌚ Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- ⌚ Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
- ⌚ Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State at the delivery point specified in the IFB;
- ⌚ Furnish a delivery schedule and designate the mode of delivering carrier; and
- ⌚ Pay and bear all charges to the specified points of delivery.

Delivery Location.

Delivery can only be made between the hours of 8 am and 3 pm, Monday through Friday, excluding holidays.

Driver must call Joe Mihelic, 406-846-1320 extension 2120 at least 24 hours prior to delivery. If delivery is to be made on a Monday, the call must be made on the preceding Friday.

**Montana Correctional Enterprises
Food Factory
350 Conley Lake Road
Deer Lodge MT 59722**

SPECIAL TERMS AND CONDITIONS

PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

ENTRANCE INTO MDOC SECURED FACILITY

Background Checks. Any individual who will be entering Montana State Prison (MSP) must be approved by security personnel. Full name, birth date, and social security number must be submitted, 72 hours in advance, on all individuals who request entry into secured facilities.

Tobacco Use. All Montana Department of Corrections (MDOC) property is tobacco free. All contractors and subcontractors are required to follow MDOC Policy 3.4.3. <http://cor.mt.gov/Portals/104/Resources/Policy/Chapter3/3-4-3%20Tobacco%20Use%20Regulations%2003.01.16.pdf>.

Dress. Individuals entering MSP will be required to adhere to the applicable facility Dress Code Policy, (i.e., no shorts, no jeans). Individuals not meeting the dress code requirements will not be admitted to any facility until such a time that dress can be altered to meet policy requirements.

Tools. Individuals entering MSP, and all other secured MDOC facilities, will be required to strictly adhere to the applicable Tool Control Policy 3.1.14. <http://cor.mt.gov/Portals/104/Resources/Policy/Chapter3/3-1-14.pdf>.

Miscellaneous

1. Weapons, illicit drugs, and alcohol are strictly forbidden on MDOC property.
2. To enter MSP, contractor will be required to remove shoes, belt, and jewelry to pass through a metal detector test. A hand-held wand may also be used by MSP personnel.
3. In addition the following items will not be allowed to enter a secure MDOC facility and should be secured in vehicles (this list may not be totally inclusive): Cash over \$5; cellular telephones; two-way radios; pocket knives, box cutters, etc.; purses, pouches, brief cases, backpacks, etc., (exceptions will be made for items necessary to complete the business contractor is present for).
4. A valid pictured ID is required for admittance to MSP.
5. Contractor will be advised as to the proper procedure for a response to an emergency while at MSP.
6. Adhering to additional policies may be required; and contractor will be appropriately informed.
7. Contractor will be escorted at all times by an MSP staff member while inside MSP.

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Contractor will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.1.1700 PREA to include incident reporting. Contractor shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by Contractor subjects its subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the Department's prior written consent. Products provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at the Contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

HOLD HARMLESS/INDEMNIFICATION: The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the Department is not obligated to pay the invoice.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The Contractor warrants that the products supplied conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. The Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the Department specifies otherwise. Contractor acknowledges that exceptions will be rejected.

**MONTANA STATE PRISON / MONTANA WOMEN'S PRISON / MONTANA CORRECTIONAL
ENTERPRISES / PINE HILLS YOUTH CORRECTIONAL FACILITIES / RIVERSIDE /
TREASURE STATE CORRECTIONAL TRAINING CENTER
PROHIBITED ITEMS LIST**

The following items are **not allowed** to be brought inside of Montana Department of Corrections (MDOC) secure facilities by staff or visitors. If an item is allowed on MDOC property, it will be noted as such:

Weapons – Includes, but is not limited to: firearms, ammunition, knives, aerosol gas, O.C., pepper spray, Kubaton, electronic stunning devices, explosives and impact munitions.

MSP/MCE Property: The preceding items are not allowed on MSP/MCE property with the exception of firearms, ammunition and knives, which are allowed for hunting purposes above the power line.

Metal items that could be used as a weapon or classified as a tool. Includes, but is not limited to: scissors, letter openers, multi-tools (Leatherman), metal coffee cans, foods in metal containers, pop cans, etc. Food items in a metal container should be transferred to an appropriate non-metal or clear food container and only reasonable amounts brought in at one time.

Long Shank Umbrellas. Small collapsible umbrellas are allowed.

Alcoholic beverages or alcohol substitutes.

Illegal Drugs and/or drug paraphernalia (including legal marijuana) and controlled substances.

Prescribed medication, inhalers and diabetic items are allowed, but the supervisor must be made aware of the medication or medical items. The items allowed needs to be controlled by the person and be in an appropriate quantity for the day or no longer than a week. Over the counter medication (aspirins, antacids, etc.) in the original container is allowed and must be appropriately controlled.

Tobacco products, substitutes or paraphernalia (smoking and/or chew items) will not be allowed within the Wallace building or within the secure perimeter as outlined in procedure and statutory authority. Cigarette lighters or matches of any kind are not allowed. Staff who have these items must secure them in their personal vehicles. Battery operated lighters will be allowed in work areas outside of the secure perimeter where lighting torches, branding heaters, wood stoves, etc. is required.

Personal Communication Devices (Cellular telephones, Smart Phones, Blackberries, I-Pads, Tablets), CD players, portable DVD players, electronic games, recording equipment, video and still cameras (including batteries), radio communication devices, generally will not be allowed. Cell phones, I- Pads and Tablets will be allowed in the Wallace Building, but are prohibited inside of the secure perimeter, unless approved in writing by the Warden. MSP/MCE supervisors who work outside of the fenced perimeter may be authorized the use of cell phones for business use through the MCE Administrator. Any electronic equipment exception must be authorized in advance by the Shift Commander or higher in writing. Small lockers for cell phones, personal keys, etc. in the front entrance of the Wallace Building should be used for securing items if an employee's work location is inside the secure perimeter.

I-pods, MP-3 (or other music devices).

Currency or coin in excess of \$20.00

Personal handcuff keys, restraints, handcuffs, key retainers, etc.

Excessive personal keys – maximum of 10, including car remotes.

Sexual material or paraphernalia.

Personal computers or peripherals such as zip drive, thumb drives, personal computer discs, etc.). The use of personal computers or peripherals in the work area should be rare and the person must have written authorization from the Shift Commander or higher to bring one into the facility for use in the Wallace Building. State issued computers or peripherals appropriately identified as state issued are allowed without written authorization. Computers for Board of Pardons and Parole staff and board members are allowed in the Parole Board Room and Wallace Building.

Containers – purses, excessively large bags, glass containers, etc. are not allowed. Gear bags, backpacks or similar items for staff clothing related to workouts or change of clothing are allowed and must be secured in staff lockers in the Wallace Building, locked staff offices or appropriate lockable lockers located inside the fenced compound, when not in use. A standard size briefcase or tote, which can be easily searched, is allowed. Clear bags or containers are allowed in the secure facility perimeter after clearance by the lobby officer. Special authorization for medically necessary containers must be approved in writing by the shift commander. Containers allowed by policy will be subject to search by the lobby officer prior to being allowed into the Wallace Building.

Liquid Glass Containers. Non-glass containers, water bottles, plastic, coffee shop, or paper containers with or without lids are allowed.

Caustic, toxic or flammable materials.

Newspapers – staff may bring in personal reading material, such as a book, for use during authorized break periods. Use of personal reading material will not interfere with the staff's assigned duties.

Food Items for Inmates. Food items for inmates or inmate activities are not allowed to be brought in by staff unless authorized in advance by the Associate Warden of Security or higher. Food items for staff meals or activities are allowed in the Wallace Building and staff work areas throughout the facility. Food items brought in should be in the original packaging or in a searchable container or bag. Only a reasonable quantity of food to be consumed by staff should be brought into the facility at any one time.

Personal Tools and Equipment unless approved in advance in writing by the Shift Commander or higher.

NOTE: If entrance post staff have any questions as to whether or not an item is allowed or may be considered contraband, they must contact the shift commander for authorization.

Signature of Contractor  Date 4/19/19